

EXHIBIT A

【Ion Electronic Materials 有限公司】

[Ion Electronic Materials CO., LLC]

公司章程

ARTICLES OF ASSOCIATION

於 2016 年 8 月 1 日簽署

Executed as of August 1, 2016

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Appendix Termsheet

【Ion Electronic Materials 有限公司】章程
ARTICLES OF ASSOCIATION OF
Ion Electronic Materials CO., LLC

本章程為【Ion Electronic Materials 有限公司】(以下簡稱 “公司”)章程(以下簡稱 “章程”)· 由下列四個公司於 2016 年 8 月 1 日 · 依據中華民國公司法和其他相關法律法規訂立並簽署:

THESE ARTICLES OF ASSOCIATION (hereinafter referred to as the “AoA”) of Ion Electronic Materials CO., LLC] (hereinafter referred to as the “**Company**”) are made and entered into as of August 1 · 2016 by the following four companies in accordance with the *Company Law of Republic of China* (hereinafter referred to as “*ROC*”) and relevant regulations:

Reach America 有限責任公司 · 一家根據美國 (以下簡稱為 “美國”) 法律合法成立並有效存續的公司 · 其主要辦公地址位於 2033 Gateway Place, San Jose, CA 95110 (以下中文簡稱為 “Reach America Taiwan · 或甲方” · 英文簡稱為 “**Reach America · or Party A**”) · 與

Reach America LLC., a Limited Liability Company duly organized and existing under the laws of the United States of America (hereinafter referred to as “USA”), with its main office at 2033 Gateway Place, San Jose, CA 95110 (hereinafter referred to as “**Reach America, or Party A**”), and

Reach America Taiwan 有限責任公司 · 一家根據中華民國法律合法成立並有效存續的公司 · 其主要辦公地址位於臺灣新竹縣竹北市文興路 257 號 5 樓(以下中文簡稱為 “Reach America Taiwan · 或乙方” · 英文簡稱為“**Reach America Taiwan, or Party B**”) · 與

Reach America Taiwan ESG CO., LTD a Limited Liability Company duly organized and existing under the laws of ROC with its main office at 5F, No257, Wenxing Rd., Zhubei City, Hsinchu County 302,Taiwan (hereinafter referred to as “**Reach America Taiwan, or Party B**”) · and

SAKKE 有限責任公司 · 一家根據美國 (以下簡稱為 “美國”) 法律合法成立並有效存

續的公司，其主要辦公地址位於 12 Wilson Pond Ln., Rowley, MA 01969 (以下中文簡稱

為 “SAKKE，或丙方”，英文簡稱為“**SAKKE， or Party C**”); 與

SAKKE LLC, a Limited Liability Company duly organized and existing under the laws of the United States of America (hereinafter referred to as “USA”), with its main office at 12 Wilson Pond Ln., Rowley, MA 01969 (hereinafter referred to as “**SAKKE, or Party C**”), and

LongsPeak Technologies 有限責任公司，一家根據美國(以下簡稱為“美國”)法律合法

成立並有效存續的公司，其主要辦公地址位於 718 Maroon Peak Cir., Superior, CO 80027

(以下中文簡稱為 “**LongsPeak Technologies，或丁方**”，英文簡稱為“**LongsPeak Technologies， or Party D**”)。

LongsPeak Technologies Ltd, a Limited Liability Company duly organized and existing under the laws of the United States of America (hereinafter referred to as “USA”), with its main office at 718 Maroon Peak Cir., Superior, CO 80027 (hereinafter referred to as “**LongsPeak Technologies, or Party D**”).

第一章 總則

Chapter I General Provisions

1.1 公司的中文名稱為：【Ion Electronic Materials 有限公司】，公司的英文名稱為[Ion Electronic Materials CO., LLC]。

The name of the Company shall be “兆捷科技國際有限公司有限公司” in Chinese and “[Ion Electronic Materials CO., LLC]” in English.

1.2 公司的註冊地址公司的註冊地址為臺灣新竹縣竹北市文興路 257 號 5 樓。

The registered address of the COMPANY is located at 5F. No257， Wenxing Rd., Zhubei City, Hsinchu County 302,Taiwan.

1.3 公司是中華民國法律規定的法人，公司的一切活動應受中華民國法律、法令和有

關法規的管轄和保護。公司的組織形式為有限責任公司。

The Company shall be a legal person under the laws of the ROC. The activities of the Company shall be governed and protected by the laws, decrees and relevant rules and regulations of the ROC. The form of organization of the Company shall be a limited liability company.

1.4 公司的初始註冊資本為新臺幣[一百萬元]。

The initial registered capital of the COMPANY shall be [1,000,000 TWD].

1.5 股東各方按其在新公司股份比例分享利潤和分擔風險及虧損。新公司以其全部財產對新公司的債務承擔責任。

The Parties shall enjoy profits and share risks and losses proportionately on pro-rata basis of their respective shareholding in the company. The company shall be responsible for its own debt and liabilities with all its assets and properties.

1.6 公司運營年限不設限制，可根據需要持續經營。任何變更由多數股東決定。

There is no term limit set for the operation. The company will continue to operate as long as necessary. Any change in term limit is determined by affirmative vote of shareholders.

1.7 本公司章程自生效之日起，即成為規範公司的組織與行為、公司與股東、股東與股東之間權利義務關係的具有法律約束力的檔，對公司、股東、董事、監事、高級管理人員具有法律約束力。

依據本章程，股東可以起訴股東，股東可以起訴公司董事、監事、總經理和其他高級管理人員，股東可以起訴公司，公司可以起訴股東、董事、監事、經理和其他高級管理人員。

公司、股東、董事、監事、高級管理人員之間涉及章程規定的糾紛，應當先行通過協商解決。協商不成的，根據《公司法》、本章程及其他相關法律法規的規定通過訴訟方式解決。

第二章 經營範圍

Chapter II Business Scope

公司的經營範圍是負壓充裝和經營銷售電子級超高純原料氣體和液體 AsH3、PH3、BF3、GeF4、和 SiF4 等【經營範圍以工商部門頒發的營業執照上所載的經營範圍為準】。經股東會同意，可增加新公司經營範圍，或增設其他生產經營地址。

The business scope of the company is to sub-atmospheric fill AsH3、PH3、BF3、GeF4 and SiF4 gases, and correspondingly sell the packaged products. [The business scope of the company shall be subject to the business scope indicated on the business license, as confirmed by local administration of industry and commerce]. Upon agreement by Shareholders meeting, the company may expand its business scope or add other business locations.

第三章 公司股權和股份

Chapter III Company Shares

3.1 股權与股份

3.1.1 股權

除非各方書面同意變更股權比例或發生本協議規定的股權比例調整事項，否則在公司整個存續期間，各股東占公司股權比例應為： Reach America (25%)，Reach America Taiwan ESG (25%)，SAKKE (25%)，and LongsPeak Technologies CO (25%)

The company share is owned by the four founding shareholders according to the ratio of (25%) by Reach America, (25%) by Reach America Taiwan ESG, (25%) by SAKKE and (25%) by LongsPeak Technologies CO, unless all Parties agree in writing to modify such proportion, or there is an adjustment made to capital under the provisions of this Agreement hereunder.

3.1.2 股份

Shares

為便於管理，公司采用有股份劃分的有限責任公司形式，將公司股權進行股份劃分。公司股份總數定為 10, 000, 000 股，每一股的金額相等，每股金額為 0.1 新臺幣，以新臺幣為貨幣計價單位。

The company will adopt the form of LLC with share assignments. The total shares will be defined at 10,000,000. Each share worth the same value at 0.10 NTD. New Taiwan Dollar will be the currency for valuation.

作為有限責任公司，股份表現為記名股，以股權證明單形式，記載發起人名稱或者姓名，不得另立戶名或者以代表人姓名記名，並標明“發起人股份”字樣。

As an LLC, all shares will be registered shares, and issued in the form of share certificate. The share certificate shall bear the founder's name, and indicate that the shares are “founders' shares”. No alternative founder name or representative's name should be used to register the shares.

股權證明單必須載明下列主要事項：

- 1、公司名稱；
- 2、公司成立日期；
- 3、股份數以及價格；
- 4、證明單編號。

並由法定代表人簽名、公司蓋章。

A share certificate shall have the following major items:

1. Company name;
2. The date the company is established;
3. Total shares and share price;
4. Series number of the share certificate.

公司置備股東名冊、記載下列事項：

- 1、股東的姓名（或名稱）及地址（或住所）；
- 2、各股東所持股份數；
- 3、各股東所持股權證明單的編號；
- 4、各股東取得股份的日期。

The company shall have a register of shareholders recording the following items:

1. Shareholder's name and address;
2. Shares held by each shareholder;
3. The series number of the share certificate of each shareholder;
4. The date the shares are obtained by the shareholder.

經全體發起人股東同意，各股東依據股權等額分配上述所定股份總數的 90%，即 9, 000, 000 股。每位股東持股 2, 250, 000 股。

Upon the agreement of all founding shareholders, 90% of the total shares, i.e., 9,000,000 shares will be allocated to the founding shareholders according to the share right correspondingly. Each founding shareholder shall hold 2,250,000 shares.

上述發起人股東股份分配後剩下 10%，即 1, 000, 000 作為公司預留股份，用作今後核心員工配股等用途。員工配股將依據核心員工職責的重要性與工作量審定。此股份將依據適當條件（工作業績與工作年限）在適當時機授予（vest）。具體條款另行商定。

The remaining 10%, i.e., 1,000,000 shares shall be held in the company reserve pool, and used for future stock allotment or incentive to key company employees. Such allotment or incentive should be based on the responsibility and performance of the key employees, and shall be vested according to certain terms based on performance and years of service. Specific terms shall be decided later.

在出現公司出售，或其它重大股權變更事件時，上述預留股份未動用的剩餘股份將在變更事件之前作廢。各股東占公司股份百分比將根據現有股份比例重新計算，以達到所有股份比例之和重新歸一到 100%。

In the events of sale of the company or other major share right changes, the remaining portion of shares in the above reserve pool shall be nullified. The new share percentage of each shareholder shall be recalculated based on the current share percentage, so that the sum of the share percentages of all shareholders is normalized to 100% again.

公司發起人股東及持股份數及比例如下表。

The founding shareholders and the corresponding shares are listed in the following table.

Ion Electronic Materials 有限公司股東名冊
(2016 年 8 月 20 日)

| 序號 No. | 股東姓名 (名稱) Shareholder's Name | 股東地址 Address | 持股份數 (股) Shares | 比例 (%) Percentage | 股票編號 Certificate No. | 取得股份日期 Allocation Date |
|-----------|---------------------------------|--|--------------------|----------------------|----------------------------|---------------------------|
| 1 | Reach America | 2033 Gateway Place, San Jose, CA 95110, USA | 2, 250, 000 | 22.5% | A-01 | August 01, 2016 |
| 2 | Reach America Taiwan | 臺灣新竹縣竹北市 文興路 257 號 5 樓 | 2, 250, 000 | 22.5% | A-02 | August 01, 2016 |
| 3 | SEKKE | 12 Wilson Pond Ln., Rowley, MA 01969, USA | 2, 250, 000 | 22.5% | A-03 | August 01, 2016 |
| 4 | LongsPeak Technologies | 718 Maroon Peak Cir., Superior, CO 80027, USA | 2, 250, 000 | 22.5% | A-04 | August 01, 2016 |
| 5 | IEM company reserve | | 1, 000, 000 | 10.0% | A-05 | August 01, 2016 |

3.2 股權轉讓限制

Restrictions on Share Transfer

3.2.1 除非獲得其他所有股東事先同意，否則任何股東均不得出售、出讓或以其他方

式轉讓其公司中享有的股權，或將其在新公司中的股權進行質押。

Unless with a prior approval from all the other Parties/shareholders, NO Party shall sell, transfer or dispose by other means of any of its shares of the COMPANY, or create pledge over its shares of the COMPANY in favor of others.

3.2.2 僅有股東享有優先購買權；股東各自的關聯公司僅享有協力廠商權利，不享有

優先購買權。儘管有上述規定，在獲得其他所有股東同意的情況下，任何一方

有權將本協議項下的權利義務轉讓給其任何一個關聯方。

Only shareholders have pre-emptive right; their affiliates have only third party right, and will not enjoy pre-emptive right. Notwithstanding of the above provisions, either Party is entitled to transfer the rights and obligations under this Agreement to any of its Affiliates as the investor of the COMPANY with prior consent from all the other Parties.

3.2.3 如果一方（以下簡稱為“要約方”）擬將向協力廠商出售其在新公司中的股份，

應為其所持有的新公司的全部股份（以下簡稱為“待售股份”），要約方與本協

議的另一方（以下簡稱為“受要約方”）應於此後的三十（30）日內就購買該要

約方待售股份的事項進行商議。若各方無法在三十（30）日內商定買斷價，則

要約方可向其他協力廠商發出要約邀請。若要約方收到其他協力廠商的要約邀

請且同意接受，則受要約方可在三十（30）日內根據如下流程行使優先購買權，

行權方式必須為“全有或全無”：

If a Party (the "**Offeror**") desires to sell all its shares in COMPANY to a third Party which shall be all the shares held by the Offeror in the COMPANY (herein the "**Sale Shares**"), the Offeror and the other Party (herein the "**Offeree**") for a period of thirty (30) days thereafter, shall negotiate with respect to the purchase of such Offeror's Sale Shares. If the Parties are unable to agree on a buy-out price during the thirty (30) days negotiation period, the Offeror may solicit offers from others. If any offer is received and the Offeror is prepared to accept the offer, the Offeree has thirty (30)

days pre-emptive right to be exercised in accordance with the pre-emption procedures below. The exercise of the pre-emptive option must be an "all or nothing" exercise.

(a) 通知

Notification

要約方承諾在其出售股份前的六十 (60) 日內，將書面通知受要約方，說明此次出售的條款與條件 (特別是要約價格以及付款條件) 以及潛在受讓人的身份。通知應包含一份潛在受讓人出具的聲明文件，說明該潛在受讓人已知曉本協議規定且該方承諾遵守本協議條款並受其約束。

The Offeror undertakes to notify the Offeree in writing with sixty (60) days prior to the sale being contemplated by it, of the terms and conditions of said sale, and, particularly, of the price offered and the conditions of payment, as well as the identity of the prospective transferee. The notification shall include a document prepared by the prospective transferee stating that such transferee has been duly informed of the provisions of this Agreement and that such transferee undertakes to comply therewith and be bound by the provisions of this Agreement.

(b) 時間框架

Time Frame

受要約人應於其收到上述通知後的三十 (30) 日內，通知要約人，說明其是否行使優先購買權以及其是否要求進入股權評估流程。如受要約人選擇行使優先購買權，應對全部待售股份行使優先購買權。

The Offeree shall have thirty (30) days from the date of receipt of said notice to send a notice to the Offeror indicating whether it exercises its Pre-emptive Right, as well as whether it intends to request the equity appraisal procedure. In order to validly exercise, the Pre-emptive Right should in any case be exercised on the whole of the Sale Shares.

(c) 優先購買權之行權價格

Price of Exercise of the Pre-emptive Right

優先購買權的行權價格應等於要約方從誠信的潛在受讓人處取得的價格。但是如

果受要約人不同意要約人通知下的待售股份的估價，則各方應在受要約人通知後的三十（30）日內共同委託一家有法定評估資質的投資銀行，交易的價格參考該投資銀行的評估價格。如果各方仍然不能達成協議，則各請一家銀行估價，然後以兩個估價的平均值為準。

The price of exercise of the Pre-emptive Right shall be equal to the price obtained by the Offeror from the prospective transferee *acting in good faith*. However, should the Offeree disagree with the price or the valuation of the Sale Shares such as mentioned in the Offeror's notice, the Parties shall appoint by mutual Agreement, within thirty (30) days of the notification by the Offeree, a investment bank in charge of determining the value of the Sale Shares. The investment bank thus designated shall convey its conclusions to the Parties within thirty (30) days of its appointment, which conclusions shall be final and binding upon the Parties. If the parties still can't reach agreement, each party will ask a bank to evaluate. The final price will be the mean of the estimated values.

(d) 若行使優先購買權：

In the event of exercise of the Pre-emption Right:

要約人與受要約人應儘快向其他股東會發送書面通知，要求新公司股東會正式批准擬定的售股及轉讓交易，收到上述通知後，股東會應儘快開會，決定是否批准擬定售股及轉讓交易；

The Offeror and the Offeree shall as soon as possible request the formal approval of the other shareholders of the COMPANY for the proposed sale and transfer by way of a letter sent by registered mail to the other shareholders, upon receipt of the aforementioned letter, the shareholders shall as soon as possible meet to approve the proposed sale and transfer.

(e) 未能行使優先購買權

Failure to exercise the Pre-emptive Right

若受要約人未能行使其優先購買權，受要約人應被視為已明確放棄其對擬定轉讓交易所享有的優先購買權，且要約人可自由向潛在受讓人出售待售股份。

Should the Offeree not exercise its Pre-emptive Right, it shall be deemed to have

definitely waived its Pre-emptive Right in relation to the proposed transfer and the Offeror shall be free to sell the Sale Shares to the prospective transferee.

第四章 股東會

Chapter IV Board of Shareholders

4.1 公司的最高權利機構為股東會，由各方共同組成。股東會各股東的地址和法定代表人分別為：

The highest authority of the company is Board of Shareholders, or shareholders' meeting, consisting of shareholders of all parties. The address and legal representative of the shareholders are as below:

| | |
|----------------------|--|
| 股東名稱/Name | Reach America |
| 股東地址/Address | 2033 Gateway Place, San Jose, CA 95110 |
| 法定代表人/ | 朱亮/Peter Zhu |
| Legal Representative | |
| 國籍/Nationality | 美國/United States of America |
| 股東名稱/Name | Reach America Taiwan |
| 股東地址/Address | 臺灣新竹縣竹北市文興路 257 號 5 樓/5F.,No257 · Wenxing Rd., Zhubei City, Hsinchu County 302,Taiwan |
| 法定代表人/ | 陳俊良/Ricky Chen |
| Legal Representative | |
| 國籍/Nationality | 中華民國/Republic of China |
| 股東名稱/Name | SAKKE |
| 股東地址/Address | 12 Wilson Pond Ln., Rowley, MA 01969, USA |
| 法定代表人/ | Stuart James Muller |

Legal Representative

國籍/Nationality 美國/United States of America

股東名稱/Name LongsPeak Technologies

股東地址/Address 718 Maroon Peak Cir., Superior, CO 80027, USA

法定代表人/ 姚建龍/Jianlong Yao

Legal Representative

國籍/Nationality 美國/United States of America

4.2 股東會行使下列職權：

The Shareholder shall exercise the following powers:

(a) 決定公司的經營方針和投資計畫；

Approve on the Company's operational guidelines and investment plans;

(b) 委派和更換非由職工代表擔任的董事、監事，決定有關董事、監事的報酬事項；

Appoint the directors and supervisors assumed by non-representatives of the employees and approve on the matters relating to their salaries and compensations;

(c) 審議批准董事會的報告；

Deliberate and approve on the reports of the Board of directors;

(d) 審議批准監事的報告；

Deliberate and approve on the reports of the supervisor;

(e) 審議批准公司的年度財務預算方案、決算方案；

Deliberate and approve on the annual financial budget plans and settlement plans of the Company;

(f) 審議批准公司的利潤分配方案和彌補虧損方案；

Deliberate and approve on the profit distribution plans and loss recovery plans of the Company;

(g) 對公司增加或者減少註冊資本作出決定；

Approve on the increase or decrease of the Company's total investment amount or registered capital;

(h) 對發行公司債券作出決定；

Approve on the issuance of corporate bonds;

(i) 對公司合併、分立、解散、清算或者變更公司形式作出決定；

Approve on the merger, division, change of company form, dissolution, liquidation of the Company;

(j) 修改公司章程；

Amend the AoA of the Company;

(k) 公司章程規定的其他職權。

Other powers specified under the AoA of the Company.

對前款所列事項股東作出決定時，應當採用書面形式，並由股東簽名後置備於公司。

The Shareholder shall adopt resolution in writing for the above matters, and such resolution shall be duly signed by the Shareholder and preserved by the Company.

4.3 股東應每年定期召開一次股東會會議，代表十分之一以上表決權的股東，三分之一以上的董事監事會或者不設監事會的公司的監事提議召開臨時會議的，應當召開臨時會議。

The Shareholders shall have a regular annual meeting (conference meeting is also allowed). Where holding of an interim meeting is proposed by the shareholders representing more than one tenth of the voting rights, by more than one third of the directors, by the board of supervisors, or in the absence thereof in the company, the supervisors, an interim meeting shall be held.

4.4 股東會會議由董事會召集，董事長主持；董事長不能履行職務或者不履行職務的，由副董事長主持；副董事長不能履行職務或者不履行職務的，由半數以上董事共同推舉一名董事主持。召開股東會會議，應當於會議召開十五（15）日前通知全體股東。

The shareholders' meetings shall be convened by the board of directors and presided over by the chairman of the board of directors. If the said chairman is unable to or fails to perform his duties, the meetings shall be presided over by the vice chairman of the board of directors. If the vice chairman of the board of directors is unable to or fails to perform his duties, the meeting shall be presided over by a director elected jointly by more than half of all the directors. Holding a shareholders' meeting shall be subject to a prior notice to all the shareholders fifteen (15) days before the meeting is held.

2.1 股東會會議由股東按照出資比例行使表決權。下述事項：(1)修改新公司章程；(2)增加或者減少新公司註冊資本；(3)新公司合併或分立；(4)新公司解散或清算；(5)變更公司形式的決議；(6)購買、出售或轉讓新公司主要資產（不低於【50%】資產）；(7)在新公司資產上設置任何質押、抵押、擔保、產權負擔或其他承諾；或(8)購買協力廠商的控股權或主要資產，必須經股東會一致同意。其他事項的決議由代表半數以上表決權的股東通過。

The shareholders shall exercise their voting rights at the shareholders' meetings in proportion to their respective capital contributions. Except for the resolutions made at a shareholders' meeting on (1) AoA amendment; (2) increase or decrease of registered capital; (3) merger or division of the company; (4) dissolution or liquidation of the Company; (5) change of company form; (6) buy, sell or transfer substantial part of the assets (no less than [50%] of the assets of Company); (7) create any pledge, mortgage, guarantee, encumbrance or other commitments on the company's assets, or (8) acquire a controlling interest in or a substantial part of the assets of a third party, that shall be adopted upon affirmative votes by 100% voting rights. Other resolutions shall be subject to simple majority vote by more than one half of the voting rights.

第五章 董事會

Chapter V Board of Directors

5.1 公司設董事會，由4名執行董事組成，每一方各出一名。

The IEM shall have a board of directors. The Board of Directors shall have four directors, with one director from each party.

5.2 每位董事的任期均應為三(3)年，任期屆滿，經過股東繼續委派可連任。如董

事會席位因董事退休、辭職、生病、殘疾或死亡或因其他原因而出現空缺，則股

東應于三十（30）日內委派一名繼任者在該名董事剩餘的任期內繼任董事。

The term of office of each director shall be three (3) years, and may serve consecutive terms if re-appointed. In case of any vacancy due to retirement, resignation, illness, disability or death of any director or other reasons, the Shareholder that originally appointed such director shall, within thirty (30) days, appoint a successor to serve out the remaining of such director's term.

5.3 董事會設董事長一名，由股東大會多數表決商定。

法人代表可以不是董事長，但必須由股東大會多數表決商定。

The Chairman of the board of directors shall be appointed by the shareholders' meeting through majority approval.

The legal representative of the company may be a person other than the chairman of the board, but must be appointed by the shareholders' meeting through majority approval.

5.4 董事會對股東會負責，行使下列職權：

The board of directors shall be responsible to the board of shareholders and exercise the following powers:

1) 向股東會報告工作：

Report to the Shareholder :

2) 執行股東會的決議；

Execute the resolutions of the Shareholders;

3) 決定公司的經營計畫和投資方案；

Approval on business plans and investment plans of the Company;

4) 制訂公司的年度財務預算方案、決算方案；

Formulate the company's annual financial budget plans and final accounts plans;

5) 制訂公司的利潤分配方案和彌補虧損方案；

Formulate the Company's profit distribution plans and loss recovery plans;

- 6) 制訂公司增加或者減少註冊資本以及發行公司債券的方案；
Formulate the Company's plans on the increase or decrease of registered capital, and on the issuance of corporate bonds;
- 7) 制訂公司合併、分立、解散或者變更公司形式的方案；
Formulate the Company's plans on the merger, division, dissolution, or change of the company form;
- 8) 決定公司內部管理機構的設置；
Approve on the Company's internal management structure;
- 9) 決定聘任或者解聘公司總經理及財務負責人及其報酬事項，並根據總經理的提名決定聘任或者解聘公司副經理及其報酬事項；
Approve on the employment or dismissal of the general manager and financial controller of the company and matters related to his/her remuneration, and approve on, according to the general manager's nomination, on the employment or dismissal of the vice manager(s) and matters related to their remuneration;
- 10) 制定公司的基本管理制度；
Formulate the Company's fundamental management system.
- 11) 針對租賃全部或部分新公司業務，授權管理這些業務，或與其他方分擔有關上述業務或類似業務的利益和損失，制定、修改或解除相關合同
Make, alter or terminate a contract for leasing all or part of the IEM's business, for giving authority to manage such business, or for sharing with another person profits and losses in relation to said business or any similar contract;
- 12) 對供應廠商提出的起訴或仲裁、終止或解決該等起訴或仲裁；
Institute, terminate or settle any litigation or arbitration with any suppliers.
- 13) 批准股東或其關聯公司與新公司達成的合同；
Approve on any contract between the Party or its affiliates and IEM；
- 14) 批准新公司與任何董事或高級管理人員直接或間接達成之交易。
Approve on any transaction direct or indirect between IEM and any of its directors or senior management team.

董事會的表決實行董事一人一票制。董事會會議紀要和決議應以中英文製作。經全體董事一致書面同意，董事會亦可不召開會議而直接達成書面決議。以上事項均必須由至少半數以上董事出席會議並投贊成票同意通過。當董事會會議的表決出現2:2時，董事長有權多投一票。

Each board member has one vote. The minutes and the Board resolutions shall be written in both English and Chinese. A Board resolution may be made without a meeting of the Board if all the directors consent thereto in writing. The above matters shall be resolved by the attendance and the affirmative vote of more than half of the directors of the Board. In the case of deadlock situation of 2:2 votes at the board meeting, the chairman will have the right to cast one more vote.

5.5 董事長行使下列職權：

Right and Duty of the chairman of board of directors:

- a) 主持股東大會和召集、主持董事會會議；

Chairman will host shareholders meeting, and schedule and chair the board meeting.

- b) 督促、檢查董事會決議的執行；

Monitor the execution of the board decisions;

- c) 董事會授予的其他職權。

Other duties assigned during the shareholder's meeting.

5.6 董事會會議(包括電話會議)應每季至少召開一次。董事會會議應當在公司會議室或者經董事長和其他董事協商後決定的其他地點舉行。董事會會議應當由董事長召集並主持。董事長不能履行職務或者不履行職務的，由副董事長召集和主持；副董事長不能履行職務或者不履行職務的，由半數以上董事共同推舉一名董事召集和主持。

The Board shall convene ordinary meetings at least once a quarter. The venue of the Board meetings shall be at the meeting room of the Company or any other place (including conference call) otherwise determined by the Chairman in consultation with the other directors of the Board. The Board meetings shall be convened and presided

over by the Chairman. In the event that the Chairman is absent or fail to perform his/her obligations, a director jointly authorized by simple majority of the members of the Board shall convene and preside over the meeting.

- 5.7 董事長應于會議召開前十五(15)日向每位董事發出書面通知，通知應說明會議召開的地點、時間、議程以及會議形式。

The Chairman shall use his/her best effort to notify each director with a fifteen (15) days' prior notice in writing. The Notice shall state place, date and time, agenda and the manner of the Board meeting.

- 5.8 若董事無法參加董事會會議，其可以指定一名代理人(該代理人可以是其他一名董事)代其參加會議。指定代理人應出具書面的授權書，由該董事簽字並于相關董事會會議開始時或之前提交給董事長。

If a director is unable to participate in person or by telephone at any Board meeting, he/she may appoint a proxy to represent him/her and to vote on his/her behalf at such meeting. Appointment of a proxy shall be made in writing and signed by the director by whom it is made and shall be sent or delivered to the Chairman at or prior to the commencement of the relevant Board meeting.

- 5.9 董事會會議紀要和決議應以中英文製作。經全體董事一致書面同意，董事會亦可不召開會議而直接達成書面決議。

The minutes and the Board resolutions shall be written in both English and Chinese. A Board resolution may be made without a meeting of the Board if all the directors consent thereto in writing.

第六章 監事

Chapter VI Supervisor

公司不設監事會，設監事一名，由董事會任命。The Company shall have one supervisor. The supervisor shall be appointed by the board of directors.

監事的任期應為三年，任期屆滿，經過股東大會同意可連任。監事應行使下列職權：

The term of office of a supervisor shall be three years, and shall be renewable upon re-appointment by the Parties. The supervisor shall exercise the following powers:

監事應行使下列職權：

The supervisor shall exercise the following powers:

1) 檢查公司財務；

Conduct inspection on the financial issues of the company

2) 對董事、高級管理人員執行公司職務的行為進行監督，對違反法律、行政法規、公司章程或者股東決定的董事、高級管理人員提出罷免的建議；

Supervise the acts of the directors and senior management personnel in performing their duties and submit a proposal on the removal of any director or senior management personnel who violates any laws or regulations, the AoA of the Company or the Shareholder resolution;

3) 當董事、高級管理人員的行為損害公司的利益時，要求董事、高級管理人員予以糾正；

Require the directors or senior management personnel to correct their acts that harm the interests of the company

4) 提議召開臨時董事會議；在董事會不履行職責時召集和主持董事會議；

Propose to convene interim Board meetings, and convene and preside over the Board meetings when the Board does not perform the duties of convening and presiding over the Board meetings;

5) 向董事會提出提案；

Put forward proposals to the board of directors;

第七章 總經理

Chapter VII General Manager

7.1 公司應有一名總經理，總經理應由董事會決定聘任。總經理任期為三年，任期屆滿，經過董事會繼續聘用，可連任。總經理應對董事會負責並行使下列職權：

The Company shall have one general manager who will be appointed by the Board.

The general manager will be responsible to the Board and shall exercise the following powers:

- 1) 主持公司的生產經營管理工作，組織實施董事會決議；
Take charge of the management of the production and business operations of the company, and organize the implementation of the resolutions of the board of directors;
- 2) 組織實施公司年度經營計畫和投資方案；
Organize the implementation of the Company's annual operation plans and investment plans;
- 3) 擬訂公司內部管理機構設置方案；
Draft the plans on the establishment of the Company's internal management structure;
- 4) 擬訂公司的基本管理制度；
Draft the Company's fundamental management system;
- 5) 制定公司的具體規章；
Formulate the Company's specific regulations;
- 6) 提請聘任或者解聘公司副經理、財務負責人；
Propose to employ or dismiss the Company's vice manager(s) or person in charge of financial issues;
- 7) 決定聘任或者解聘除應由董事會決定聘任或者解聘以外的負責管理人員；以及
Approve on the employment or dismissal of the persons-in-charge other than those whose employment or dismissal shall be at the decision of the Board; and
- 8) 董事會或公司章程授予的其他職權。
Any other powers conferred by the Board or the AoA of the Company.

7.2 董事會成員可兼任公司總經理或其它高級職務。

The directors may be appointed as the general manager or other senior officers.

第八章 忠誠條款

Chapter VIII Due and Faithful Obligations

8.1 公司董事、監事和高級管理人員不得有下列行為：

The directors of the Board, supervisor and senior management personnel of the Company shall not conduct the following behaviors:

1) 挪用公司資金；

Misappropriate funds of the Company

2) 將公司資金以其個人名義或者以其他個人名義開立帳戶存儲；

Open account under his/her own name or any other individual's name and depositing the Company's funds therein;

3) 違反公司章程的規定，未經股東會或者董事會同意，將公司資金借貸給他人

或者以公司財產為他人提供擔保；

Without the consent of the Shareholders or the Board, loan the funds of the Company to others or using the Company's property to provide guarantee for others, thereby violating the provisions of the AoA of the Company;

4) 違反公司章程的規定或者未經股東同意，與本公司訂立合同或者進行交易；

Conclude contracts or make deals with the Company, which is in violation of the AoA of the Company or without the consent of the Shareholders;

5) 未經股東同意，利用職務便利為自己或者他人謀取屬於公司的商業機會，自

營或者為他人經營與所任職公司同類的業務；

Without the consent of the Shareholders, seek, for the benefit of his/her own or others, any business opportunity that is originally for the Company by taking advantage of his/her powers, and operating for his/her own or for others any business that is of the same class with that of the Company that he/she serves;

6) 接受他人與公司交易的傭金歸為己有；

Accept, and keep in his/her possession, commissions for the transactions between others and the Company;

7) 擬自披露公司秘密；

Disclose the Company's secrets without authorization; or

8) 違反對公司忠實義務的其他行為。

Commit other acts that violate his/her obligation of being faithful to the Company.

8.2 若公司董事、監事或高級管理人員在行使職權時違反法律法規或者本章程的規定

而對公司造成損害的，應當對公司承擔賠償責任。

In the event that any director of the Board, supervisor or member of senior management personnel of the Company violates any relevant law or regulation or the AoA in the course of performing his/her functions or discharging his duties and the Company thereby suffers any loss, he/she shall be liable to compensate the Company.

第九章 會計、記錄及財務

Chapter IX Accounting, Records and Financial Affairs

9.1 公司的財務年度應於每年 1 月 1 日開始並於每年 12 月 31 日結束。並於每一季度

針對公司財務報表審閱。並處分公司稅後淨利于各股東之股份持分。

The fiscal year of the Company shall commence on January 1st and end on December 31st of each year.

9.2 公司應根據國際通用的會計準則及操作規程製作會計帳簿、記錄及證明檔。應同

時以中英文製作帳簿、記錄、財務報表及其注釋以及其他公司檔。

The Company shall maintain accounting books, records and supporting documents in accordance with internationally accepted accounting standards and practices. Books, records, financial statements and notes thereon, as well as any other corporate documents, shall be prepared both in the Chinese and English languages.

9.3 公司每個財務年度末應由獨立會計師審計公司的帳簿及記錄，由此產生的費用應

由公司承擔。獨立會計師應於每季向股東提交資產負債表、損益表以及其他相關

財務報告（以中英文製作），以便股東在其財務及稅務報告中使用該等報表及報

告。

At the end of each annual fiscal year of the Company, the books of account and records

of the Company shall be audited, at the expense of the Company, by the independent auditor. The independent auditor shall prepare for and supply to the Shareholder the balance sheets, profit and loss statements and other financial reports by quarterly (both the Chinese and English languages) suitable for use by the Shareholder hereto in connection with its financial and tax reports.

9.4 公司應將其所有業務經營情況真實和準確地計入會計帳冊。公司採用新臺幣作為記帳本位幣。新臺幣同其他幣種的兌換應適用權利或義務實現之日中華民國中央銀行公佈的匯率。

The Company shall keep and maintain true and accurate business accounting records and books on all of its operations. The Company shall adopt TWD as its accounts keeping unit. The conversion of TWD into another currency shall be at the exchange rate published by the Central Bank of the Republic of China as at the date of the realization of rights or obligations.

第十章 稅務、員工和外匯

Chapter X Tax, Employees, and Foreign Exchange

10.1 公司應按照中華民國相關法律法規的規定繳納各類稅款。

The Company shall pay taxes of all kinds in accordance with the stipulations of the relevant laws and regulations of the ROC.

10.2 公司對員工的招聘、錄用、免職、工資、勞動保險、福利、獎金、懲處等，均應依照適用的法律法規執行，公司應與員工簽訂集體勞動合同或個人勞動合同。

The recruitment, employment, dismissal, wages, labor insurance, welfare, rewards, punishment, etc. of the employees of the Company shall be carried out subject to the applicable ROC laws and regulations. The Company shall execute the labor contract collectively or individually with the employee.

10.3 公司應允許員工按需建立工會，並按照與工會相關的中華民國法律開展工會活動和保護員工合法權益。

The Company shall permit the employees to establish a labor union if they desire to do so to carry on labor union activities and protect the lawful rights and interests of the employees in accordance with applicable ROC laws and regulations.

10.4 公司應根據公司經營需要按規定開立新臺幣及外幣帳戶。公司的一切外匯事宜，均按照中華民國現行法律法規以的規定辦理。

The Company shall open its TWD and foreign currency accounts pursuant to the relevant regulations based on its business needs. All the foreign exchange affairs of the Company shall be handled in accordance with the current ROC laws and regulations.

第十一章 經營期限、終止和清算

Chapter XI Term, Termination and Liquidation

11.1 公司運營年限不設限制，可根據需要持續經營。任何變更由多數股東決定。

There is no term limit set for the operation. The company will continue to operate as long as necessary. Any change in term limit is determined by affirmative vote of shareholders.

11.2 公司的解散和清算根據中華民國有關法律法規進行。公司應當在解散事由出現之日起十五日內，由股東指定並成立清算組（以下簡稱“清算組”），開始對公司進行清算。清算組成員應根據相關法律法規規定代表公司處理其所有事務。公司在清算程式完成之前不得開展任何新的業務活動。

The dissolution and liquidation of the Company shall be conducted in accordance with the relevant ROC laws and regulation. The Company shall establish the Liquidation Committee as appointed by the Shareholder (“**Liquidation Committee**”) within 15 days after a cause of dissolution occurs. The Liquidation Committee shall exercise its powers to handle all relevant affairs on behalf of the Company in accordance with relevant laws and regulations. The Company shall not conduct any new business activities before the completion of liquidation procedures.

11.3 所有清算程式結束後，清算委員會應向審批機構提交清算報告，繳銷公司的營業執照並完成公司註銷登記的其他一切手續。

On completion of all liquidation procedures, the Liquidation Committee shall submit the final liquidation report to the approval authority, hand in the Company's business license to the original registration authority for cancellation and complete all other formalities for cancellation of the Company's registration.

第十二章 其他規定

Chapter XII Miscellaneous

12.1 本章程應以中文和英語書就，一式五（5）份，每份均應被視為原件且具有同等法律效力。若兩文本發生衝突，應以英文版本為准。

The AoA is written in both Chinese and English languages and executed in five (5) counterparts, each of which shall be deemed an original and shall have same legal effect. The English language text of AoA shall prevail over any translation.

12.2 本章程經股東授權代表簽署並經審批機構批准後生效。

The AoA shall become effective upon execution by the Shareholder and approval by the competent approval authority.

12.3 任何對本章程的修訂應由股東會簽訂書面決定，並經審批部門批准後生效。

The AoA may be amended only upon approval by the Shareholders in writing and approval by the competent approval authority.

12.4 本章程未盡事宜悉依照公司法及有關法令之規定辦理。

Anything related to the company and its operation that is not elaborated in this charter shall be handled in accordance to the Company Law and other regulations of ROC.

12.5 本章程訂立於二零一五年八月一日。

This Articles of Association are made and entered into as of August 1, 2016.

有鑑於此，股東責成其授權代表，于首頁所載日期簽訂了本章程，以茲為證。

IN WITNESS WHEREOF, the Shareholder has caused the AoA to be signed by its duly authorized representative as of the date specified on the first page of the AoA.

甲方

Party A

乙方

Party B

簽字：朱亮

Signature: Peter Zhu

職位：法定代表人

Title: Legal Representative

簽字：陳俊良

Signature: Ricky Chen

職位：法定代表人

Title: Legal Representative

丙方

Party C

丁方

Party D

簽字：Stuart James Muller

Signature: Stuart James Muller

職位：法定代表人

Title: Legal Representative

簽字：姚建龍

Signature: Jianlong Yao

職位：法定代表人

Title: Legal Representative

有鑑於此，股東責成其授權代表，于首頁所載日期簽訂了本章程，以茲為證。

IN WITNESS WHEREOF, the Shareholder has caused the AoA to be signed by its duly authorized representative as of the date specified on the first page of the AoA.

甲方

Party A



簽字：朱亮

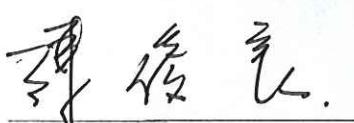
Signature: Peter Zhu

職位：法定代表人

Title: Legal Representative

乙方

Party B



簽字：陳俊良

Signature: Ricky Chen

職位：法定代表人

Title: Legal Representative

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Party C



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Title: Legal Representative

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Party D

簽字：姚建龍

Signature: Jianlong Yao

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